

January 2017

Dear Resident:

You are one of 56 neighbors with diverse backgrounds, professions, and personal interests who share something in common . . . your residential community. We strongly encourage you to get to know your neighbors and become active in the community through volunteering for projects.

We hope you are as happy with your community as we are. We realize there is always room for improvement, so solutions are always welcome. If from time to time you think of an improvement and, of course a way in which to finance this improvement, please let your Board of Directors know. Remember, we are volunteers elected by the membership to handle the business of the community so that you do not have to. We should be approached in the same manner in which you would like to be approached if you were occupying this position.

To ensure comfortable living conditions and property values in our community, our condominium Association is governed by covenants, bylaws, and rules. As homeowners or residents, we are all expected to abide by these policies. This information booklet will serve as an overview of the Association's policies as well as the amenities and services provided as part of your membership in the Association.

Best regards,

Powers Ferry Green Board of Directors

## **Homeowner Information Book**

### **The Association**

Powers Ferry Green Condominium Association's goal is to preserve, protect and improve the community's image and property values for its members by providing for the effective planning and management of the property and Association's finances.

### **The Board**

The Board is responsible for managing the affairs of the Association. They make all financial decisions and direct management on how to implement their instructions. The Board consists of at least three (3), but no more than five (5) members. Eligible homeowners are elected by the membership to serve two year terms at the Annual homeowners meeting. Terms are staggered so that no more than three (3) Director's terms will expire in any one (1) year. These are volunteer positions. Board members are not paid for holding these positions, nor do they receive reduced Association fees of any sort.

All Association business is to be handled through the management company. Board members are not to be approached regarding Association business so that they may enjoy their home and privacy like the rest of the membership.

### **Board Meetings**

Board meetings are held as needed throughout the year. Homeowners with unresolved issues may address the Board in person at the following meeting. Homeowners with an unresolved issue to address must notify the Association's management company, in writing, specifically stating the nature of the issue and suggested resolution at least seven (7) days in advance of the meeting date. Member will be placed on the agenda and given a specified amount of time to present their information to the Board. The Board will review the information in their executive session and the Homeowner will be notified, in writing, of their decision or course of action.

### **Community Involvement**

Successful management of our Community depends on the support of every homeowner and resident. Volunteers are needed for a wide variety of regular and one time projects so please notify the Board of any special interests and knowledge you possess that could be of benefit to the community. Additionally, all homeowners and residents should be aware of basic items such as the location of the emergency water shut-off for your building (see map page 3), phone numbers of surrounding neighbors (in case of water leaks), insurance coverages, Architectural restrictions, etc...

### **Annual Meeting**

The Annual homeowner's meeting is open to all homeowners of the community. Per your Association By-Laws, the Board may prohibit any homeowner from voting if he/she is shown to be more than thirty (30) days delinquent in any payment due to the Association or is found to be in violation of any provision of the Declaration, By-Laws, or the Rules and Regulations. The Association's By-Laws further state that the Annual meeting's date, hour and place is set by the Board anytime during the year. Notice of the meeting date and location will be sent to each homeowner at least 21 days prior to the meeting.

### **Sharper Image Management Consultants, Inc.**

The business of our community is handled by a professional property management company Sharper Image Management Consultants, Inc. Their regular office hours are Monday - Friday 9:00 A.M. - 12:00 P.M. and from 1:00 P.M. - 4:00 P.M. Sharper Image does not have authority to make decisions on behalf of the Association as this is the Board of Director's responsibility. Below is the procedure for specific items you may encounter:

**Emergencies** - a 24-hour service is provided for emergencies. If you need to report an emergency (i.e. fire, plumbing leak, and serious injury) please contact appropriate agency (i.e. Fire- 911) and inform Sharper Image at 770-973-5923 and a representative will contact you. In the unlikely event that your call is not returned in about thirty minutes, please try again. Please be aware that using the paging system for non-emergency calls will result in a \$45.00 charge being assessed to your unit.

**Building repairs** - The Association does building repairs once a year. Each spring a notice is sent to the entire membership requesting that **all** homeowners inspect their units and around their units and file a **written** request for repair on the form provided by the designated deadline date. Once the deadline date has passed no further requests will be taken until the following year's repair cycle. The Board will prioritize these repairs and will repair as much as is financially possible within this year's budget allotment. Should the membership wish to up this repair budget they may petition the Board for an increase in Association dues in the following budget year to complete these repairs. Roof leaks as well as other repairs that are causing damage to the unit will continue to be repaired throughout the year. This type of repair should be phoned directly into the management company.

**Plumbing leaks** - If you are experiencing a plumbing leak you may contact The Pipe Medic 770-733-3522 or Hill Mechanical 770-792-1200 for repairs. These contractors are familiar with the property and are authorized to bill the Association should the leak be on an Association line. The plumber will require that you guarantee payment before they will come out and will bill you should the leak be on a line that services your unit. We ask that you be courteous to your neighbors and notify Sharper Image (or their answering service), if you cut off water to make a repair. Please leave an estimated time in which the water will be restored. Please make sure the management has your emergency numbers in order to contact someone on your behalf should your unit experience water damage and they cannot reach you... Sharper Image will attempt to contact you or someone from your emergency information list should your unit develop a water leak. In the event that no one can be reached a locksmith and a plumber will be contacted and your unit will be billed for their services as well as additional management time for the processing of this emergency. We recommend that all homeowners have the home, work and emergency contact numbers of their neighbors in case of emergencies.

**Roof leaks** - Roof leaks cannot be repaired during a rain storm or while roofs are wet. Homeowners may request a tarp (if weather conditions allow), but the cost of this tarp will be billed to the unit. If you are concerned about excess water behind the sheetrock of your ceiling, you may want to puncture a small hole in the sheetrock to release water build-up and patch the hole later. A roof leak is not considered an emergency because nothing can be done about it until the rain stops; therefore, please do not use the paging service for this. **Very Important** - The Association is not responsible for interior repairs caused by water leaks. You will need to report this to your personal insurance company.

**Termites** - During the termite season it is not uncommon to experience delays in service from the termite company in excess of 30 days. The termites that you see flying around do not eat wood they are swarmers and will die within 24 hours. If they are a bother you can spray them with hair spray and they will die faster. They are there to alert you that there is termite activity in the area. The Association has a termite bond that treats areas of infestation at no cost to the owner. If you see or suspect termites, please contact **Arrow Exterminators 770-926-2779.**

**Gutter cleaning** - The current budget only allows for twice a year gutter cleaning; therefore, we must wait for all of the leaves to fall before the gutters can be cleaned. This is usually around the end of January. If additional cleanings are desired by the membership homeowners may petition the Board for an increase in dues to allow for additional cleanings.

**Insurance** - Due to the possibility of misinformation being distributed to the membership, Sharper Image Management Consultants, Inc. nor your Association will discuss insurance information. Homeowners must direct all questions and requests for certificates of insurance to your insurance agent, Joe Dreher - Dreher Insurance 678-205-0224.

The Association maintains an Insurance policy which covers the common areas of the community. This policy includes coverage for fire and extended coverage for the amount of full replacement value of all structures within the community. The policy includes liability insurance policies for workers' comp. and death or injury as a result of incidents incurring in the common areas. Officers/director's liability insurance is also covered in the Association's policy.

Owners are required to maintain insurance policies covering their Unit and personal property. Every unit owner is required to obtain and maintain (at all times) insurance covering the structural portions of his or her Unit to the extent not insured by policies maintained by the Association. Additionally, to the extent not insured by policies maintained by the Association or to the extent insurable losses result in the payment or deductibles under the Association's policies, every Owner is required to obtain and maintain insurance covering consequential damages to any other Unit or the Common elements due to any occurrences originating within the Owner's Unit caused by (1) the negligence of the Owner, (2) the failure of the owner to maintain the Unit, or (3) any other casualty within the Unit which causes damage to the Units or Common elements.

The Association's water damage policy has a deductible (Owner should make sure they have enough to cover a minimum water deductible of \$25,000 plus contents, improvements and betterments). This deductible is billed back to the unit that sustains the damage/files the claim. All homeowners should carry an additional policy (H06) that covers personal property loss, liability, etc.

### **Association By-Laws and Declaration**

A set of Powers Ferry Bylaws and Declaration can be obtained by going to website [www.sharperimagemanagement.com/](http://www.sharperimagemanagement.com/). The Association is not responsible to provide owners with documents. This is the responsibility of your selling agent. For legal purposes, we recommend that you obtain a copy from the local County Courthouse, as the Association cannot guarantee that their document packet is complete.

### **Association Fees & Special Assessments**

Association fees cover a wide variety of amenities and maintenance costs for the Community (see **Association Fees & What they Cover**). Monthly Association fees are based on the square footage of the condo units. Payment coupons will be distributed to homeowners prior to the beginning of each calendar year. **Checks are posted from the scan line at bottom of coupon book, so if you are paying for multiple units, you will need to send separate checks with separate coupons.** Association fees are due by the 1<sup>st</sup> day of the month and Association dues received after the 10<sup>th</sup> will be charged a 10% late fee.

Payment coupons are also provided at the beginning of each year. For more information on Association fees and where to send payments, contact Sharper Image at 770-973-5923.

Special Assessments may be levied against homeowners in addition to the monthly Association fee to help pay for capital improvements to the property. An affirmative vote of at least sixty-six percent (66%) of the Association membership is required in order pass a Special Assessment.

Failure to pay Association Fees and Special Assessments or late payments will result in legal action and suspension of the use of amenities (which includes parking on the property).

## **Association Fees & What They Cover**

The following is a general list of maintenance areas and services that are covered by our Association fees, as well as what individual homeowners are responsible for covering. This list is intended for illustrative purposes only and may not be applicable in all situations. Owners should consult the Association's Declaration and Bylaws to determine whether a particular repair is the responsibility of the unit owner, another unit owner, or of the Association.

### **Association Responsibility**

- \*Chimney Caps
- \*Common Areas \*
- \*Decks frame, post and pickets
- \*Exterior Building Surface
- \*Exterior spot lights/electricity
- \*Exterior trim of doors/doorways
- \*Gutters
- \*Insurance\*\*
- \*Landscaping
- \*Mailboxes
- \*Pool phone
- \*Pool Maintenance
- \*Roofs
- \*Sewage lines
- \*Stairs
- \* Trash Removal
- \* Water

### **Homeowner Responsibility**

- \*Air conditioners
- \*Chimney/cleaning
- \*Doors, doorways-exterior surface, frame, hardware
- \*Heater/Air-conditioners
- \*Homeowner's Insurance
- \*Household appliances
- \*Interior ceilings, walls, floor surfaces
- \*Plumbing/pipes which provide services to your unit exclusively\*\*\*
- \*Screen doors
- \*Water heaters
- \*Windows

\* *Common areas are defined as the Communities entrance, streets, pool, tennis courts, and grounds.*

\*\* *The Association maintains a general liability policy which covers the common areas. Homeowners are required to maintain a homeowner's policy which covers the contents of their home. Please note: According to the Georgia Condo Act, homeowners are only responsible to repair damages caused to another homeowner's unit if they have been advised of damage occurring and fail or refuse to make repairs.*

\*\*\**Plumbing leaks, which affect the interior of a unit, are the homeowner's responsibilities to repair. Recommended plumbers listed in this booklet are familiar with the Association's rules and will automatically bill the Association should the problem be the Association's responsibility (see plumbing section for more information).*

## **Signs Adverting For Sale/Lease**

Signs of all kinds are prohibited on the property. For sale or lease signs can be placed in the bulletin board by contacting Sharper Image Management Consultants, Inc., Open house signs are permitted on Saturday and Sunday between the hours of 9:00am - 5:00pm.

## **Leasing Your Unit**

Per the Association Declaration, Homeowners must provide the Board with a copy of the proposed lease seven (7) days prior to entering into the lease along contact and vehicle information of all persons living in unit, and evidence of a criminal background check. The Board shall approve or disapprove of the form of the lease. Within ten (10) days after the execution of an approved lease, the Owner shall provide the Board with a copy of the executed lease and the name of the lessee and all other people occupying the unit. Owners are responsible to see that new tenants are familiar with the Association Rules & Regulations as well as the Declarations and By-laws. Any violation will result in monetary fines and/or legal action against the owner of the unit. Owners are responsible for passing on all correspondence to their tenants.

## **Use restrictions**

Each unit shall be used for residential purposes only, and no trade, profession or business of any kind may be conducted either as a primary or accessory use in or from a unit or any part of the Condominium; provided, however, an owner or occupant may conduct such business activities within the unit as long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the unit; (b) the business activity does not involve persons coming onto the property who do not reside on the property; (c) the business activity conforms to all zoning requirements for the property; and (d) the business activity is consistent with the residential character of the development and does not constitute a nuisance or a hazard or offensive use, as may be determined at the sole discretion of the Board of Directors.

## **Pool**

Admittance to the pool area requires use of an access key. The pool is a common area amenity to be shared with other residents. To ensure safety and enjoyment of this area, please abide by the posted rules, as well as the policies listed below when enjoying the pool area. Violations to the stated rules can result in fines or suspension from use of the pool.

- Pool Hours 8:00 AM – 10:00 PM.
- Please keep pool gate locked at all times. Gate should never be propped open. If the Health Department observes this gate being unlocked or open, this can result in closing of pool.
- No lifeguard on duty – swim at your own risk.
- Unattended solo swimming is prohibited.
- Four (4) guests per resident limit. Powers Ferry Green resident must accompany their guest(s).
- Proper swimming attire required at all times. Cut-offs are not acceptable.
- Shower before entering pool.
- No alcohol allowed in pool area as per Cobb County Ordinance.
- No glass or breakable items permitted in pool area.
- Running, pushing or boisterous conduct is prohibited in the pool area.
- Loud or objectionable noise is prohibited.
- Please clean up all litter, including cigarette butts, arrange any misplaced furniture, before leaving.
- Children (12 years old and under) must have adult supervision at all times.
- No diapered children allowed in pool.
- No pets are permitted in the pool area. The presence of pets in the pool area could result in Cobb County closing the pool or imposing sanctions. If this happens, the pet homeowner will be held responsible for all resulting costs to the Association.
- No grilling is allowed in the pool area. An electric grill may be used in conjunction with pool rentals.
- If you open an umbrella, please close it before you leave to prevent possible storm damage and costly replacement expenses.

## **Pets**

Homeowners are allowed to keep two (2) pets per household with a maximum weight of approx. 25 lbs. per pet. Only animals recognized as domestic house pets are permitted to be kept or maintained on the property. No animal of any kind shall be kept on the property for commercial use.

Pets are required to be on a leash when they are walked outside of a unit or exercised in the Community common areas (*Cats are not allowed to run loose on the property.*). Owners or caretakers are responsible for immediately removing pet waste droppings. Animals shall not be left unattended in the community's limited common (patios/decks) & common areas. Pets making an unreasonable amount of noise or who are a nuisance to the Community will not be permitted.

**To report a pet violation** (not on a leash or excessive noise) contact the Cobb County Animal Control office (770-499-4136). Violation letters will be issued by the Association upon receipt of a written complaint along with copy of the Cobb County Animal Control citation. The Board shall make a determination in its sole and absolute discretion whether a particular pet is a nuisance and shall have the right to require the owner to remove such a pet from the premises.

## **Vehicles**

Any infraction of the rules & regulations listed below may result in the removal of the vehicle in violation at the owner's expense. Tow signs on the property have the name and phone number of where the vehicle can be retrieved.

Prohibited vehicles (including but not limited to trucks larger than class I, commercial vehicles, mobile homes, motor homes, truck campers, trailers of any kind, boats, motorcycles, motorized bicycles, and motorized go-carts) may not be kept, placed, stored, parked, maintained or operated on any portion of the property.

Vehicles are not permitted to be parked or operated on any unpaved areas and must be parked in a forward position and not backed into spaces. Improperly parked, disabled or abandon vehicles without current registration may be towed at the owner's expense pursuant to Georgia Code (44-13).

Each condo is allowed to have a maximum of two (2) passenger vehicles on the premises unless written permission is obtained from the Board for temporary parking of a third vehicle.

**Units with Garages must use the garage and the driveway as their designated 2 parking spaces.**

**Units without Garages use the parking spot marked with your unit number and may use any additional parking that Is Not marked by Unit numbers or Guest parking.**

**No parking along curbs. Parking along curbs impede passage by emergency vehicle and therefore subject to towing without notice.**

The speed limit throughout the Community is 15 mph.

No advertising of any kind is permitted on homeowner vehicles parked in the Community. This includes "For Sale" and signs designating company vehicles.

Vehicle maintenance of any kind is prohibited on the property. This includes oil & tire changes.

Vehicles must remain in good condition, licensed with current tags, parking permit, and must be moved a minimum of every two (2) weeks.

Any homeowner whose vehicle damages common area property whether directly or indirectly, shall be held liable for the cost to repair the damages incurred. (Oil leaks damage the Driveway.)

### **Trash Removal**

Trash must be contained in tied plastic bags and placed in Association provided trash cans located behind screening throughout the community.

Owner wishing to use their own cans must place the trash in tied plastic bags and placed in the can with a lid. Trash bags cannot be placed outside the can. Cans cannot be placed on to the curb until 8pm the night before and must be removed by 6pm the day of pick-up and placed back in storage or the garage.

Boxes, furniture, appliances, carpet and other large items should not be left on curb. Should you have needed to dispose of these types of items please make arrangements to take it to the County dump at 1772 County Farm Road (Phone 770-528-2500) Monday through Friday, 7:00 A.M. - 6:00 P.M. and Saturday, 7:00 A.M. - 5:00 P.M or you can make private arrangement with Buckhead Sanitation for pick-up 404-816-6753

*\*Should you be unable to place your trash can at the curb after 8pm the night before or remove it by 6pm the day of pick-up. Please use the community cans located behind the screened enclosures to dispose of your trash. Cans that are left out are subject to a \$100 fine per incident and/or removal of the trash.*

### **Firewood Storage**

Residents must store firewood on commercial storage racks. Firewood must be stored at least 3" off of any deck, wall or wood surfaces attached to buildings. Firewood must be neatly stacked and should not exceed the height of the patio rail.

Homeowners who use their fireplaces are encouraged to have annual chimney sweeps and inspections.

### **Barbeque Grills/Fire Pits**

County ordinances restrict the use of grills (gas or charcoal) & fire pits on the property. If you observe any violation of the ordinance, please report it to your local fire department. All grills and fire pits are prohibited from being used or stored on the property. In addition, propane tanks are prohibited from being stored on the property as well. The only exception to this rule is an electric grills. If you have an electric grill you must notify Sharper Image Management with a photograph so that it can be recorded with your unit.

### **Dishes – Satellite / Electronic Devices**

No satellite television dishes, speakers, or any other electronic or sound devices shall be installed on the exteriors of buildings, including roofs, decks and patios without prior written Board approval. Satellite dishes are only permitted on deck and cannot be higher than the deck rails or affixed to anything but the deck flooring that is homeowner maintenance responsibility. If signal cannot be reached from this location, residents will need to investigate other options like cable TV.

### **Decks & Patios**

Residents are responsible for ensuring decks are neat and clear of trash. Storage is not permitted on decks. All flower pots, boxes, receptacles and other objects that are placed in such a location that they may fall and injure someone must be secured. Owners will be held responsible for injury or damages caused by such incidents. Only potted plants, and furniture designed for exterior use are allowed on decks & patios.

### **Sidewalks, Entry Passages, Stairs**

The above areas are to remain free of all obstructions. Nothing is to be stored in these areas.



### **Heating of units**

The thermostats within all units shall be maintained with the heat in an “on” position and at a minimum setting of fifty degrees Fahrenheit (except during power failures or periods when heating equipment is broken) during the months of October thru April. Owners and occupants of the units shall take all steps possible on a timely basis to keep heating equipment (including but not limited to, the thermostats) in good working order and repair. Any owner or occupant may be fined in an amount of up to \$500.00 for violations of this requirement by the Board of Directors in addition to any other remedies of the Association.

### **Architectural Standards**

Patios, balconies, stairwells, walkways or any common or limited common areas open to general view are not to be used for storage of any kind.

No construction, alteration, addition, or change of any kind shall be made upon any part of the property unless written plans detailing the nature, shape, dimensions, materials, color, cost and locations are submitted to and approved by the Board. The Board has sixty days to respond to the homeowner’s proposal.

No changes to the landscape around the building may be made without Board approval.

Any architectural modification shall be the maintenance and repair responsibility of the unit owner making the modification and his/her successor-in-title to the unit.

### **Authority and Enforcement**

The Board has the power to impose fines (\$100.00 per incident or \$25.00 per day) against owners or occupants which constitutes a lien upon the unit, and to suspend an owner’s right to vote for violations of the Declaration, Bylaws or any Rules and Regulations. In the event of a violation, the Board will generally send written notice to the owner and occupant, (if applicable) allowing them ten (10) days to resolve the violation. If the violation is not resolved, the Board may impose fines and/or bring legal action against the homeowner to insure compliance with the Declaration, Bylaws or the Association’s Rules and Regulations.

The Association also has the right to remove or repair items that are a homeowner’s responsibility and bill the cost of this back to the owner.

Any homeowner may request in writing (with all pertinent information about the alleged violation) to the Board a hearing on an alleged violation, if such request is made within ten (10) days of the notice of the violation or fine. Homeowners will be given a block of time (approximately 15 minutes) to state their case; after which, the homeowner will be notified in writing with the Board’s decision. *No ruling will be rendered at the meeting.*

If you wish to report a violation, please submit the details in writing to Sharper Image Management Consultants. If the violation regards a noise nuisance, a police report must be attached.

### **Disclaimer**

This booklet is intended to supplement the Declaration and Bylaws of the Association. Any conflict between those documents and this booklet shall be determined in favor of the Declaration and the Bylaws in that order. Owners and occupants are advised to review those documents carefully and completely.

## Emergency Phone Numbers

### Emergency 911

|                            |              |
|----------------------------|--------------|
| Police - Non-Emergency     | 770-434-6666 |
| Fire - Non-Emergency       | 770-434-6667 |
| Poison Control             | 404-616-9287 |
| Cobb County Animal Control | 770-499-4136 |

### Utilities

|                   |              |
|-------------------|--------------|
| Atlanta Gas Light | 404-584-4000 |
| Marietta Power    | 770-794-5150 |
| Southern Bell     | 404-780-2355 |

### Power Ferry Green Management Company

Sharper Image Management Consultants, Inc.  
PHONE: 770-973-5923      FAX: 770-973-5911  
P.O. Box 6188, Marietta, GA 30065  
EMAIL - Office01@comcast.net

### Association's Insurance

Dreher Insurance - 678-205-0224  
(To obtain a copy of Certificate of Insurance)

### Neighborhood

|                     |              |
|---------------------|--------------|
| Cobb County Transit | 770-427-4444 |
| US Post Office      | 800-275-USPS |

### Plumbers

|                 |              |
|-----------------|--------------|
| The Pipe Medic  | 770-733-3522 |
| Hill Mechanical | 770-792-1200 |

### Trash Service

|   |              |
|---|--------------|
| Buckhead Sanitation<br>(For extra pick-ups) | 404-816-6753 |
|---|--------------|